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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 MEINEKE CAR CARE CENTERS,
LLC, a Delaware limited liability
12 company,

13 Plaintiff,

14 v.

15 KELLER & SONS, INC., a California
corporation; MICHAEL W. KELLER,
16 an individual; RYAN A. KELLER, an
individual; CHRISTIAN A. VALLE, an
17 individual; AND DOES 1 THROUGH
5, inclusive,

18 Defendants.
19

20 AND RELATED COUNTERCLAIMS.
21

Case No. 8:15-cv-01305 AG (DFMx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

22
23
24 The Parties having filed a Stipulation for Entry of Protective Order (the
25 “Stipulation”) concurrently with this [~~Proposed~~] Stipulated Protective Order, and
26 good cause appearing therefor, a Protective Order is entered as follows:
27
28

1 IT IS HEREBY ORDERED:

2 1. The following Stipulated Protective Order (the “Order”) shall govern
3 all documents and discovery materials produced within the context of this litigation.

4 2. “Document” as used herein shall have the broadest possible meaning
5 and shall include, without limitation:

6 (a) a “writing,” “original,” and “duplicate” as defined in Federal Rule of
7 Evidence 1001(1) and (2);

8 (b) any and all tangible things on which any handwriting, typing, printing,
9 drawing, representation, photostatic copy, magnetic or electrical impulse, or other
10 form of communication is recorded or produced;

11 (c) floppy disks, hard disks, flash drives, magnetic tape, computer
12 memory, and any other form of electronically-stored medium and;

13 (d) written discovery responses and the contents thereof, including, without
14 limitation, responses to interrogatories, requests for admission and document
15 requests;

16 (e) deposition transcripts and their contents; and

17 (f) any physical means or medium of recording or storing information.

18 3. As used herein, the term “counsel of record” shall mean the attorneys
19 of record in this proceeding, their partners and associates, paralegals, clerks,
20 assistants and other persons employed by such attorneys, all of whom shall be bound
21 by the provisions of this Order.

22 4. As used herein, the term “person” shall mean, in the plural as well as in
23 the singular, any individual, corporation, firm, association, partnership, business
24 trust, governmental body or any other legal or business entity, unless specified
25 herein to the contrary.

26 5. As used herein, the term “party” shall mean, in the plural as well as the
27 singular, any named plaintiff, defendant, cross-complainant or cross-defendant in
28 this action, and shall include its present directors, officers or employees.

1 6. In connection with discovery proceedings in this action, any party to
2 this action (hereinafter the “designating party”) shall have the right to designate any
3 document, thing, material, testimony, or other information derived therefrom, as
4 confidential under the terms of this Order. Confidential information is information
5 that the designating party reasonably believes (1) to constitute proprietary
6 information, confidential or sensitive business information, confidential financial
7 information, and/or trade secrets relating to its business, and/or information in which
8 the party or third parties have a privacy or other protectable interest, and (2) to be
9 subject to protection from disclosure under applicable law.

10 7. Any party who objects to the designation of material as confidential
11 shall notify the designating party in writing of that objection, specify the designated
12 material to which the objection is made, and specify the objecting party’s intended
13 non-confidential use. The parties shall, within 30 days of service of the written
14 objection, meet and confer concerning the objection. If the objection is not resolved
15 at the meeting, the party urging a designation of confidentiality shall, within 30 days
16 of the expiration of the meet-and-confer period, file a noticed motion, to be
17 scheduled as soon as practicable, to resolve the dispute over the designation of the
18 material and shall bear the burden of proof on the issue. If a party objects to more
19 than one designation within a period of 30 days or less, the time for filing a noticed
20 motion shall be extended so that the party urging a designation of confidentiality
21 shall not be required to file more than one motion every 30 days. All documents
22 designated confidential pursuant to this Order shall remain confidential until any
23 such motion by the party urging a designation of confidentiality is denied and/or the
24 Court declares that the designated material is not subject to the protection of this
25 Order. If no such motion is filed within the stated time period, or if the party urging
26 a designation of confidentiality requests that such motion be taken off calendar, the
27 material will be deemed not subject to the protection of this Order for purposes of
28 discovery.

1 8. As used herein, the term “Confidential Material” shall refer to:

2 (a) Any documents (including any portions thereof and any information
3 contained therein) designated to be confidential by any party and/or which has had
4 stamped or affixed thereon the word “CONFIDENTIAL.” Stamping the legend
5 “CONFIDENTIAL” on the cover of any multipage document shall designate all
6 pages of the document as confidential, unless otherwise indicated by the designating
7 party. If original documents are made available for review, it shall not be necessary
8 to stamp the originals with a “CONFIDENTIAL” legend in order to make such
9 originals subject to this Order. The party making the originals available need only
10 inform the other party(ies), prior to the review or within 30 days thereafter, that the
11 originals have been made subject to this Order.

12 (b) All deposition testimony, including oral testimony, deposition
13 transcripts and the information contained therein, shall initially be treated as
14 Confidential Material and be included within the terms of this Order without the
15 necessity of designating the testimony as Confidential Material. Upon transcription
16 of the deposition, counsel shall have 30 days after receipt of the transcript to notify
17 the deposition reporter and other counsel of record in writing of the portions of the
18 transcript designated as confidential. Depositing the written notice in the United
19 States mail within such 30 days shall be deemed timely compliance with this
20 requirement. All other portions, or the entire transcript if no designation is made,
21 shall not be confidential and shall not be within the terms of this Order.

22 Alternatively, and in addition to the above method, deposition testimony may be
23 designated as Confidential Material during the deposition, in which case the
24 transcript of the designated testimony shall be bound in a separate volume and
25 marked “CONFIDENTIAL” by the reporter as the designating party may direct.

26 (c) All documents produced in discovery in this action by any nonparty to
27 this action shall initially be treated as Confidential Material and be included within
28 the terms of this Order without the necessity of designating the testimony as

1 Confidential Material. Counsel shall have 30 days from receipt of copies of the
2 documents produced by the nonparty to notify other counsel of record in writing of
3 the identity of the documents designated as either Confidential Material. Depositing
4 the written notice in the United States mail within such 30 days shall be deemed
5 timely compliance with this requirement. All other documents produced by the
6 nonparty shall not be confidential and shall not be within the terms of this Order.

7 (d) "Confidential Material" does not include any information or documents
8 lawfully obtained or produced by a party outside of the context of discovery in this
9 litigation. However, nothing in this Order shall affect the rights of any party to
10 enforce any rights it may have regarding the confidentiality of documents and other
11 information disclosed or transferred to another party or person prior to the institution
12 of the present litigation.

13 9. "Confidential Material" shall be disclosed only to:

14 (a) The Court and its officers in this litigation pursuant to paragraph 15
15 hereof;

16 (b) Any party, or an officer, director or employee of a party, to the extent
17 deemed reasonably necessary by counsel to aid in the prosecution, defense or
18 settlement of this action;

19 (c) Nonparty experts and/or consultants (together with their clerical staff)
20 retained by counsel of record on behalf of the parties;

21 (d) Counsel of record and the respective personnel of the law firms as set
22 forth in paragraph 3;

23 (e) Court reporter(s) employed in this action;

24 (f) Noncompetitive, nonparty witnesses at any depositions or other pretrial
25 proceedings in this action to the extent deemed reasonably necessary by counsel to
26 aid in the prosecution, defense or settlement of this action; and

27 (g) Any other person(s) as to whom the parties agree in writing pursuant to
28 paragraph 12.

1 10. If counsel for any party should conclude that, for the purpose of this
2 action, such party needs to disclose any Confidential Material, or information
3 derived therefrom, to any person not described in paragraph 9 of this Order, counsel
4 for such party must request permission from counsel for the designating party in
5 writing and state the purpose of the disclosure. If the designating party objects to
6 the proposed disclosure, no such disclosure shall be made unless the Court, upon
7 motion and for good cause shown, orders otherwise. However, each party may
8 disclose its own Confidential Material without regard to this Order unless otherwise
9 under an existing duty to another person not to do so.

10 11. Confidential Material shall be treated as confidential by all persons to
11 whom such information may be disclosed and shall be used by all such persons
12 solely for the prosecution, defense or settlement of the claims in issue in this action.

13 12. Any person to whom the Confidential Material Only Material may be
14 shown pursuant to paragraphs 9(b), (c), (e), (f) or (g), paragraph 10 hereof shall first
15 be shown and read a copy of this Order and shall agree in writing to be bound by its
16 terms by signing a copy of the Confidentiality Agreement attached hereto as Exhibit
17 "A." The law firm obtaining the person's signature on the Confidentiality
18 Agreement will retain the original signed agreement.

19 13. Upon final termination of this action, including the termination and/or
20 exhaustion of any appeal or deadline to appeal, unless otherwise agreed to in writing
21 by counsel of record for the designating party, each party shall promptly assemble
22 and return all Confidential Material to the designating party or to such other party
23 that produced the Confidential Material in this action, except for Confidential
24 Material that is incorporated into the nondesignating party's work product. The
25 party to whom such Confidential Material is returned shall acknowledge receipt of
26 such material in writing. Notwithstanding the foregoing and subject to this Order,
27 counsel for each party may retain copies of the Confidential Material produced by
28 the other for a period of one (1) year following the final termination of this action,

1 including the termination and/or exhaustion of any appeal or deadline to appeal, and
2 shall return all such copies to the designating party or to such other party that
3 produced the Confidential Material in this action promptly upon the conclusion of
4 such one year period.

5 14. Where any Confidential Material or information derived therefrom, is
6 included in any papers filed with the Court, such papers shall be marked
7 “CONFIDENTIAL” or be marked with words of identical meaning, and placed in a
8 sealed envelope marked with the caption of the case, a general description of the
9 contents of the envelope and a statement substantially in the following form: “Filed
10 under seal. This envelope contains documents subject to a Confidentiality Order
11 entered in this action. It is not to be opened nor are the contents thereof to be
12 displayed, revealed or made public except by order of the Court.”

13 15. This Order does not constitute a waiver of any party’s rights to object
14 to discovery on any grounds, except the ground that the information sought contains
15 trade secrets, confidential business information and/or information in which a party
16 has a privacy right. Nor does this Order constitute an admission by any party that
17 any information that it or any opponent designates as Confidential Material is in fact
18 a trade secret, confidential business information and/or information in which a party
19 has a privacy right.

20 16. This Order is not intended to govern the use of Confidential Material at
21 any trial of this action. Questions of the protection of such material during trial will
22 be presented to the Court prior to or during trial as each party deems appropriate.

23 17. If another court or administrative agency subpoenas or orders
24 production of Confidential Material that a party has obtained under the terms of this
25 Order, such party shall promptly notify the designating party of the pendency of the
26 subpoena or order and shall not produce the Confidential Material until the
27 designating party has had reasonable time to object or otherwise to take appropriate
28 steps to protect the material.

1 18. This Order shall not prevent any of the parties from moving this Court
2 for an order that Confidential Material may be disclosed other than in accordance
3 with this Order. This Order is without prejudice to the right of any party to seek
4 modification of it from the Court. It shall remain in effect until such time as it is
5 modified, amended or rescinded by the Court. The Court shall have continuing
6 jurisdiction to modify, amend or rescind this Order notwithstanding the termination
7 of this action.

8 **IT IS SO ORDERED.**

9
10 Dated: February 25, 2016



DOUGLAS F. McCORMICK
United States Magistrate Judge

EXHIBIT “A”**CONFIDENTIALITY AGREEMENT**

The undersigned hereby does solemnly swear that he/she is fully familiar with the terms of the Stipulation and Protective Order entered in the civil action entitled *Meineke Car Care Centers, LLC, v. Keller & Sons, Inc., et al.* United States District Court for the Central District of California, Case No. CV 15-cv-01305 AG (DFMx), and hereby agrees to comply with and be bound by the terms and conditions of said Order unless and until modified by further order of the Court. The undersigned hereby consents to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Order.

Date: _____

(Print Name)_____
(Signature)